Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Filing at a Glance

Company: OM Financial Life Insurance Company

Product Name: AR-1003(1-11) IRA Rider - OM SERFF Tr Num: MCHX- State: Arkansas

Financial Life Ins Co G127080389

TOI: A10 Annuities - Other SERFF Status: Closed-Approved-State Tr Num: 48248

Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: AR-1003(1-11) State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: SPI McHughConsulting Disposition Date: 03/18/2011

Date Submitted: 03/15/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

Filing Type: Form

General Information

Project Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co. Status of Filing in Domicile: Pending

Project Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co. Date App

Requested Filing Mode: Review & Approval

Explanation for Combination/Other: Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: SPI McHughConsulting

Filing Description:

RE: Filing on Behalf of OM Financial Life Insurance Company

N.A.I.C. No.: 63274 F.E.I.N.: 52-6033321

IRA and ROTH IRA Rider Filing
To be used with Group & Individual Annuities
IRA Rider, AR-1003(1-11)
ROTH IRA Rider, AR-1004(1-11)

Date Approved in Domicile: Domicile Status Comments: Market Type: Individual Individual Market Type:

Filing Status Changed: 03/18/2011 State Status Changed: 03/18/2011 Created By: SPI McHughConsulting Corresponding Filing Tracking Number:

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

McHugh Consulting Resources, Inc. has been requested to file the attached form(s) on behalf of OM Financial Life Insurance Company. We have provided an authorization letter for your files.

The above referenced forms are enclosed for your review and approval. The forms are new and do not replace any forms currently on file with the department. These riders may be attached to new and in-force annuities.

These riders may be attached to any approved group or individual immediate or deferred annuity that is used to establish an Individual Retirement Annuity. The language in the riders has been revised to comply with the Internal Revenue Service regulations regarding 408(b) for IRA's and 408A for ROTH IRA's. The revised language is effective January 1, 2011.

The issue ages for these riders are the same as those of the annuity to which the rider is attached.

A Flesch reading ease score is not required for the riders since they were written to meet the requirements of federal law Code Sections 408(b) and 408A.

The forms are in final printed format subject only to changes in formatting, font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

Thank you for your time and consideration of this filing. If you have any comments or questions, please feel free to call me at the number listed below.

Sincerely,

Jane Neal
Supervisor
Mchugh Consulting Resources, Inc.
215-230-7960
mcr@mchughconsulting.com
Attachments

Company and Contact

Filing Contact Information

Jane Neal, Compliance Project Specialist mcr@mchughconsulting.com
McHugh Consulting Resources, Inc. 215-230-7960 [Phone]
2005 South Easton Road, Suite 207 215-230-7961 [FAX]

Doylestown, PA 18901

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Filing Company Information

(This filing was made by a third party - McHughConsulting)

OM Financial Life Insurance Company CoCode: 63274 State of Domicile: Maryland

1001 Fleet Street Group Code: 2598 Company Type:
Baltimore, MD 21202 Group Name: State ID Number:

(410) 895-0091 ext. [Phone] FEIN Number: 52-6033321

Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? Yes

Fee Explanation: MD charges \$125 per form.

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

OM Financial Life Insurance Company \$250.00 03/15/2011 45586405

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/18/2011	03/18/2011

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Disposition

Disposition Date: 03/18/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 MCHX-G127080389
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 48248

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	AR Certification of Compliance with Rule		Yes
	19		
Supporting Document	AR Certificate of Compliance 23-79-138		Yes
	and R&R 49		
Form	INDIVIDUAL RETIREMENT ANNUITY		Yes
	RIDER		
Form	ROTH IRA RIDER		Yes

 SERFF Tracking Number:
 MCHX-G127080389
 State:
 Arkansas

 Filing Company:
 OM Financial Life Insurance Company
 State Tracking Number:
 48248

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR-1003(1 11)	Amendmen	INDIVIDUAL RETIREMENT ANNUITY RIDER	Initial		0.000	std AR- 1003(1-11) IRA Rider.PDF
	AR-1004(1 11)	- Certificate Amendmen t, Insert Page, Endorseme nt or Rider		Initial		0.000	std AR- 1004(1-11) Roth IRA Rider.PDF

INDIVIDUAL RETIREMENT ANNUITY RIDER

The annuity contract or certificate under a group annuity contract (collectively, the "Contract") to which this Rider is attached is amended as specified below to qualify as an individual retirement annuity ("IRA") described in section 408(b) of the Internal Revenue Code of 1986, as amended (the "Code"). All the provisions of the Contract and this Rider shall be interpreted in accordance with Code section 408(b) and the Income Tax Regulations thereunder. Where the provisions of the Rider are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Rider will control.

OM Financial Life Insurance Company (the "Company") reserves the right to amend this Rider with or without your consent in order to comply with any changes in the Code, regulations issued thereunder and administrative rulings. The Company will give you notice of any such amendments.

Whenever this Rider or the Contract refers to a section of the Code or a regulation promulgated under the Code, such reference includes any amended or successor section or regulation.

I. Owner and Annuitant

The Owner must be a natural person who is the sole Owner of the Contract and the Annuitant. A joint Owner cannot be named.

A second Annuitant may be named in addition to you, the Owner and Annuitant, (as either a joint or contingent annuitant) if otherwise provided for in the Contract.

Except as otherwise permitted under the section V.D of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed.

This Contract is established for the exclusive benefit of the Owner or the Owner's beneficiaries. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, (1) references in this document to the "Owner" are to the deceased individual, (2) the designated beneficiary must be the Annuitant, and (3) to the extent permitted under federal tax law, a trust maintained for the benefit of one or more designated beneficiaries of the Owner shall be treated in the same manner as a designated beneficiary.

II. SEP IRA

If the Contract is issued in connection with a Simplified Employee Pension ("SEP") as described in Code section 408(k), the method of calculating annuity payments and benefits under the Contract are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Contract are disregarded.

III. Nontransferable and Nonforfeitable

The Owner's interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with Code section 408(d)(6)). No loans may be made under this Contract.

IV. Contribution Limits

The Contract may permit only a single premium, or it may permit flexible premiums. Unless otherwise provided by applicable federal tax law:

A. A premium that is permitted under the Contract may include a contribution in cash, a rollover contribution (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code section 7701(a)(37), and in the case of a Contract that permits flexible premiums, a contribution made in accordance with the terms of a SEP.

IV. Contribution Limits (Continued)

- 1. The total cash contribution shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- 2. In the case of an Owner who is age 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- 3. In addition to the amounts described in this subsection A, the Owner may make a additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
- B. No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- C. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C), no contribution will be accepted other than a contribution that is in the form of a direct rollover from an eligible retirement plan of a deceased individual that is permitted under Code section 402(c)(11), and/or a nontaxable transfer from an individual retirement plan (as defined in Code section 7701(a)(37)) of a deceased individual. If contributions are made in the form of a direct rollover and a nontaxable transfer, the deceased individual with respect to the eligible retirement plan must be the same as the deceased individual with respect to the individual retirement plan.

V. Required Minimum Distributions

- A. Notwithstanding any provision of the Contract to the contrary, the distribution of the entire interest in the Contract shall be made in accordance with the minimum distribution requirements of Code sections 401(a)(9) and 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under subsection D.5 of this section V of the Rider) must satisfy the requirements of Code section 408(a)(6) and the Income Tax Regulations thereunder, rather than subsections C, D, and E of this section V of the Rider.
- B. As used in this Rider, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such other date provided by applicable federal tax law.

V. Required Minimum Distributions (Continued)

- C. Distributions during the Owner's life.
 - 1. Unless otherwise permitted under applicable federal tax law, the entire interest in the Contract will commence to be distributed no later than the required beginning date over (1) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of Code section 401(a)(9)), or (2) a period not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.
 - 2. If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of Code section 401(a)(9) and the Income Tax Regulations thereunder. Payments must be made in periodic intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Contract, payments may be changed in accordance with the provisions of Q&A-13 of section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C), this paragraph and paragraphs 3 and 4 below do not apply.
 - 3. The distribution periods described above in this section V.C of the Rider may not exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
 - 4. If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5 of section 1.401(a)(9)-5 of the Income Tax Regulations.
- D. Distributions after the Owner's death.
 - 1. If the Owner dies on or after required distributions commence, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as under the annuity type or option chosen.
 - 2. If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:

V. Required Minimum Distributions (Continued)

- a. If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subsection D.2.c below. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this subsection D.2.a if the transfer is made no later than the end of the year following the year of death.
- b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over a period not exceeding the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subsection D.2.c below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subsection D.2.c below. If the spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the annuity type or option chosen.
- c. If there is no designated beneficiary, or if applicable by operation of subparagraphs a or b of this subsection D.2, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above).
- d. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in subparagraphs a or b of this subsection D.2 and reduced by 1 for each subsequent year.

If benefits under the Contract are payable in accordance with an annuity type or option provided under the Contract, life expectancy will not be recalculated.

V. Required Minimum Distributions (Continued)

3. An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died (or the spouse died in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above). If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above).

Except as provided in subsection D.4 below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to subsection D.2.b above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

- 4. If the Owner dies prior to the date annuity payments commence under the Contract and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if the surviving spouse makes a contribution to this Contract or fails to take required distributions as a beneficiary. The election under this subsection D.4 of the Rider may be made only once and may not be made a second time by the surviving spouse's designated beneficiary.
- 5. Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial present value of any additional benefits provided under the Contract, such as quaranteed death benefits.
- 6. For purposes of this subsection D, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under subsection D.2.b above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- E. All annuity types and options under the Contract must meet the requirements of Code sections 401(a)(9) and 408(b)(3). The provisions of this Rider reflecting the requirements of these Code sections override any annuity type or option that is inconsistent with such requirements. If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
- F. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of section 1.408-8 of the Income Tax Regulations.

VI. Withdrawals Withdrawals may be made in accordance with the terms of the Contract, but the Owner must

pay any applicable withdrawal or surrender charges. Contract provisions which limit or prohibit withdrawals until a minimum period of time has elapsed since the contract's Date of

Issue will be waived if the Contract is used for employer contributions to a SEP.

VII. Reports The Company shall furnish annual calendar year reports concerning the status of the

Contract and such information concerning required minimum distributions as is prescribed by

the Commissioner of Internal Revenue.

Signed for the Company.

John A Phelps

OM Financial Life Insurance Company

Eric Marhoun

President Secretary]

ROTH IRA RIDER

The annuity contract or certificate under a group annuity contract (collectively, the "Contract") to which this Rider is attached is amended as specified below to qualify as a Roth IRA described in section 408A of the Internal Revenue Code of 1986, as amended (the "Code"). All the provisions of the Contract and this Rider shall be interpreted in accordance with Code section 408A and the Income Tax Regulations thereunder. Where the provisions of the Rider are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Rider will control. This Rider cannot be used in connection with a designated Roth account within the meaning of Code section 402A.

OM Financial Life Insurance Company (the "Company") reserves the right to amend this Rider with or without your consent in order to comply with any changes in the Code, regulations issued thereunder and administrative rulings. The Company will give you notice of any such amendments.

Whenever this Rider or the Contract refers to a section of the Code or a regulation promulgated under the Code, such reference includes any amended or successor section or regulation.

I. Owner and Annuitant

The Owner must be a natural person who is the sole Owner of the Contract and the Annuitant. A joint Owner cannot be named.

A second Annuitant may be named in addition to you, the Owner and Annuitant, (as either a joint or contingent annuitant) if otherwise provided for in the Contract.

Except as otherwise permitted under the section IV.C of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed.

This Contract is established for the exclusive benefit of the Owner or the Owner's beneficiaries. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, (1) references in this document to the "Owner" are to the deceased individual, (2) the designated beneficiary must be the Annuitant, and (3) to the extent permitted under federal tax law, a trust maintained for the benefit of one or more designated beneficiaries of the Owner shall be treated in the same manner as a designated beneficiary.

II. Nontransferable and Nonforfeitable

The Owner's interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with Code section 408(d)(6)). No loans may be made under this Contract.

III. Contribution Limits

The Contract may permit only a single premium, or it may permit flexible premiums. Unless otherwise provided by applicable federal tax law:

A. Except in the case of a qualified rollover contribution, a "recharacterization" (described in section III.A.4 below), or a nontaxable transfer from another Roth IRA, no premium that is permitted under the Contract will be accepted unless it is in cash and the total of such cash contributions to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in section III.A.2 below) or the Owner's compensation (as defined in section III.A.5 below) for that taxable year. The contribution described in the preceding sentence is hereinafter referred to as a "regular Payment."

III. Contribution Limits (Continued)

- However, notwithstanding the dollar limits on contributions, an Owner may make additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under subsections A.3, D, and E, below, of this section III.
 - 2. The Applicable Amount is determined below:
 - a. If the Owner is under age 50, the Applicable Amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - b. If the Owner is age 50 or older, the Applicable Amount under subsection A.2.a above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - 3. The maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under the following subparagraphs a or b.
 - a. The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in section III.E below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, these dollar amounts will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.
 - b. If the Owner makes regular Payments to both Roth and non-Roth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's non-Roth IRAs for the taxable year.
 - 4. A regular Payment to a non-Roth IRA may be recharacterized pursuant to the rules in section 1.408A-5 of the Income Tax Regulations as a regular Payment to this IRA, subject to the limits in section III.A.3 above.

III. Contribution Limits (Continued)

- 5. For purposes of this section III.A above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-For purposes of this definition, Code employed retirement plan). section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in subsection (c)(6) of that Code section. Compensation does not include amounts derived from or received as earnings or profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income (determined without regard to Code section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under Code section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Code section 71(b)(2). In the case of a married Owner filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Code section 3401(h)(2).
- B. A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Code section 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code section 408(d)(3), except the one-rollover-per-year rule of Code section 408(d)(3)(B) does not apply if the rollover contribution is from a non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes paragraphs 1 and 2 below.
 - All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such a contribution is disregarded for purposes of the one-rollover-per-year rule under Code section 408(d)(3)(B).
 - 2. All or part of an airline payment (as defined in section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airlines employees may be contributed if the contribution is made within 180 days of receiving the payment.
- C. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

III. Contribution Limits (Continued)

- D. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C), no contributions will be accepted other than a contribution that is in the form of a direct rollover from an eligible retirement plan of a deceased individual that is permitted under Code section 402(c)(11), and/or a nontaxable transfer from an individual retirement plan (as defined in Code section 7701(a)(37)) of a deceased individual. If contributions are made in the form of a direct rollover and a nontaxable transfer, the deceased individual with respect to the eligible retirement plan must be the same as the deceased individual with respect to the individual retirement plan.
- E. For purposes of subsection A.3 of this section III, an individual's modified AGI for a taxable year is defined in Code section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution.

IV. Required Minimum Distributions

- A. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of Code sections 401(a)(9) and 408(b)(3), as modified by Code section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under subsection C.4 below) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs 1 through 5 of subsection C below.
- B. Distributions during the Owner's life.

No amount is required to be distributed prior to the death of the Owner for whose benefit the Contract was originally established. If annuity payments commence while the Owner is alive, the manner in which such payments may be made might be limited, and the annuity payments might need to be modified after the Owner's death, as necessary to satisfy the requirement of subsection C below. If the Owner is alive on the date that annuity payments are to commence under the Contract, annuity payments will commence on that date. If this is an inherited IRA within the meaning of Code section 408(d)(3)(C), this subsection does not apply. C. Distributions after the Owner's death.

- 1. Upon the death of the Owner, the entire remaining interest in the Contract, if any, will be distributed at least as rapidly as follows:
 - a. If the designated beneficiary (within the meaning of Code section 401(a)(9)) is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with section IV.C.1.c below.

IV. Required Minimum Distributions (Continued)

If this is an inherited IRA within the meaning of Code section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this subparagraph a if the transfer is made no later than the end of the year following the year of death.

- b. If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with section IV.C.1.c below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with section IV.C.1.c below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the annuity type or option chosen.
- c. If there is no designated beneficiary or, if applicable, by operation of section IV.C.1.a or b above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under section IV.C.1.b above).
- d. Life expectancy is determined by using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in section IV.C.1.a or b above and reduced by 1 for each subsequent year.

If benefits under the Contract are payable in accordance with an annuity type or option provided under the Contract, life expectancy shall not be recalculated.

IV. Required Minimum Distributions (Continued)

2. An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died (or the spouse died in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above). If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subsection D.2.b above).

Except as provided in section IV.C.3 below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to section IV.C.1.b above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

- 3. If the Owner dies prior to the date annuity payments commence under the Contract and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this Contract or fails to take required distributions as a beneficiary. The election under this paragraph 3 may be made only once and may not be made a second time by the surviving spouse's designated beneficiary.
- 4. Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any additional benefits provided under the Roth IRA, such as guaranteed death benefits.
- 5. For purposes of section IV.C.1.b above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such section. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- The required minimum distributions payable to a designated beneficiary from this Contract may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of section 1.408-8 of the Income Tax Regulations.
- D. All annuity types and options under the Contract must meet the requirements applicable to Roth IRAs under the Code and applicable Income Tax Regulations. The provisions of this Rider reflecting the requirements of these Code sections override any annuity type or option that is inconsistent with such requirements.

V. Withdrawals Withdrawals may be made in accordance with the terms of the Contract, but the

Owner must pay any applicable withdrawal or surrender charges.

VI. Reports The Company shall furnish annual calendar year reports concerning the status of the

Contract and such information concerning required minimum distributions as is

prescribed by the Commissioner of Internal Revenue.

Signed for the Company.

OM Financial Life Insurance Company

John A Phelps President Eric Marhoun

Secretary

Company Tracking Number: AR-1003(1-11)

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co

Project Name/Number: AR-1003(1-11) IRA Rider - OM Financial Life Ins Co./AR-1003(1-11) IRA Rider - OM Financial Life Ins Co.

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Authorization Letter

Comments: Attachment:

2011 MCR Vendor Authorization letter.PDF

Item Status: Status

Date:

Satisfied - Item: AR Certification of Compliance with

Rule 19

Comments:

Attachment:

AR Cert of Compliance with Rule 19.PDF

Item Status: Status

Date:

Satisfied - Item: AR Certificate of Compliance 23-

79-138 and R&R 49

Comments:

Attachment:

AR Certificate of Compliance 23-79-138 and R&R 49.PDF



OLD MUTUAL 1001 Fleet Street Baltimore, Maryland 21202 PH 410.895.0100 1.888.697.LIFE FX 410.895.0162 www.omfn.com

NAIC Company Code: 63274

January 1, 2011

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of McHugh Consulting Resources, Inc., 2005 South Easton Road, Suite 207, Doylestown, PA 18901, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

OM Financial Life Insurance Company

Lan TLan

To: The Insurance Commissioner

BY:

Karen T. Lam, FLMI, AIRC

Assistant Vice President, Compliance Oversight

Certificate of Compliance with Arkansas Rule and Regulation 19

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.
Lan TLan
Signature of Company Officer
Karen T. Lam
Name
AVP, Compliance Oversight
Title
March 4, 2011
Date

Insurer: OM Financial Life Insurance Company

AR-1004(1-11)

Form Number(s): AR-1003(1-11)

CERTIFICATE OF COMPLIANCE

Insurer: OM Financial Life Insurance Company Form Numbers: AR-1003(1-11), AR-1004(1-11)

I hereby certify that the filing above meets all applicable Arkansas requirements including Regulation 49 (Life and Health Guaranty Fund Notice) and Ark. Code Ann. 23-79-138 and Bulletin 11-88 (Consumer Information Notice).

Signature of Company Officer

Karen T. Lam

Name

AVP, Compliance Oversight

Title

March 4, 2011

Date